



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: August 29, 2023

Craig A. Gargotta

CRAIG A. GARGOTTA
CHIEF UNITED STATES BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

In re: MARK CHANG aka Mark Anthony Chang

§ Case No. 23-50932-cag
§ (Chapter 7)

LAKEVIEW LOAN SERVICING, LLC, its
successors and/or assigns, Movant

§§§§

VS.

ss

JUDGE CRAIG A. GARGOTTA

MARK CHANG aka Mark Anthony Chang,
Debtor and Randolph N Osherow, Trustee,
Respondents

§§§§§

DEFAULT ORDER GRANTING MOTION FOR RELIEF FROM THE AUTOMATIC STAY REGARDING 10414 STONEFIELD PL, SAN ANTONIO, TX 78254 PURSUANT TO § 362 FILED BY LAKEVIEW LOAN SERVICING, LLC AS MORTGAGE SERVICER

On August 3, 2023, a Motion for Relief from Automatic Stay regarding 10414 STONEFIELD PL, SAN ANTONIO, TX 78254 pursuant to 11 U.S.C. § 362 (the Motion) was filed by LAKEVIEW LOAN SERVICING, LLC as Mortgage Servicer (hereinafter Movant) in the above referenced case. The Court finds that the Motion was properly served pursuant to the Federal and Local Rules of Bankruptcy Procedure and that it contained the appropriate fourteen (14) - day negative notice language, pursuant to LBR 4001, which directed any party opposed to the granting of the relief sought by the Motion to file a written response within fourteen days or the Motion would be deemed by the Court to be unopposed. The Court finds that no objection or written response to the Motion has been timely filed by any party. Due to the failure of any party to file a timely written response, the allegations contained in the Motion stand unopposed and, therefore, the Court finds that good cause exists for the entry of the following order.

IT IS THEREFORE ORDERED that the Motion for Relief from the Automatic Stay regarding 10414 STONEFIELD PL, SAN ANTONIO, TX 78254 pursuant to 11 U.S.C. § 362 filed by LAKEVIEW LOAN SERVICING, LLC as Mortgage Servicer is hereby GRANTED so as to authorize LAKEVIEW LOAN SERVICING, LLC as Mortgage Servicer, its successors and assigns, to exercise any and all remedies available at law and under the applicable loan documents to repossess and/or foreclose its lien upon its lien upon said real property. Further, Movant may contact the Debtor by telephone or written correspondence and, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement regarding said real property, more specifically described below:

LOT 3, BLOCK 13, NEW CITY BLOCK 15664, STONEFIELD SUBDIVISION, UNIT 1, AN ADDITION TO THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 9538, PAGE(S) 212-214, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

IT IS FURTHER ORDERED that, since the Motion was unopposed by any party, the fourteen (14)-day stay period otherwise imposed by Fed. R. Bankr. P. 4001(3) shall not be applicable to this Order.

IT IS FURTHER ORDERED that Creditor is exempt from further compliance with Fed. Bankr. Rule P. 3002.1.

END OF ORDER

Approved As to Form and Substance:

By: /s/ Jessica L. Holt
Jessica L. Holt (Bar No. 24078680)

Michael W. Zientz (Bar No. 24003232)
Jessica L. Holt (Bar No. 24078680)
Kelli Johnson (Bar No. 24053317)
Chelsea Schneider (Bar No. 24079820)
Ester Gonzales (Bar No. 24012708)